

**IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA  
IN THE PORT HARCOURT MAGISTERIAL DISTRICT  
HOLDEN AT PORT HARCOURT**

**CLAIM NO: PMC/SCC/713/2025**

**BETWEEN**

**NICOLE UCHENDU**

**CLAIMANT**

**AND**

**NIKISHA DANIEL AKA NIKISHA RICHARD**

**DEFENDANT**

Parties are absent.

Appearances- O.U. Isi appears for the Claimant.

**JUDGEMENT**

The Claimant took out a claim on the 30/10/2025 and is praying the Court for:

1. The sum of N3,880,000 being the total amount due the Claimant, including cost.

Upon proof of service filed the 20/11/2025, the Claimant's counsel O. U. Isi on behalf of the Defendant entered a plea of not liable and hearing commenced on the 11/12/2025 with the Claimant testifying solely, tendered four exhibits. The Claimant closed its case on the 18/12/2025.

The Defense was foreclosed having been absent.

The Claimant filed its final address on the 26/ and adopted same on the 28/01/2026.

**THE CLAIM**

Nicole Uchendu, the Claimant who is a Human Resource Consultant and business woman testified solely that: in later part of 2020 when she met the Defendant in church, Defendant took her to her office and explained that she had two jobs to execute but did not have the finances; parties did the calculation and the profit was promising; the Claimant invested N4,038,000 and the expected income was N3,120,000; Defendant bought clothes from the Claimant worth N160,000, totaling N7,318,000; The Defendant and her husband paid a total sum of N4,438,000, leaving a balance of N2,880,000; the Claimant caused to be served on the Defendant, a letter of demand.

In its final written address, O.U. Isi on behalf of the Claimant, raised and argued a lone issue for determination. Counsel argued that the Court should hold the unchallenged evidence of the Claimant as admitted.

**EVALUATION OF EVIDENCE/ DECISION**

In **DICKSON v. IJALAYE (2025) LPELR-80588(SC)**, the Supreme Court on where the burden of proof lies, had this to say:

*"It is a settled principle of law that in a civil case, the burden of proof lies on the person who desires the Court to give judgment as to any legal right or liability which depends on facts which he asserts to prove that those facts exist. It is also settled that the burden of proof in a particular proceeding lies on the person who would fail if no further evidence is given on either side. See Sections 131 and 132 of the Evidence Act, 2011."*

The Claimant is in Court, seeking payment of the balance of the sum allegedly invested in the business with the Defendant.

The Claimant led evidence that parties on record entered into an investment agreement. The Claimant also laid before this Court the fact that the Defendant bought clothes from her.

A careful evaluation of the evidence placed before this Court reveals that all the elements of a valid contract are active and present in the instant case. They are: offer, acceptance, intention to create a legal-relations and, consideration. This was re-echoed by the apex Court when it held in **OJO v. SDV (NIG) LTD & ANOR (2025) LPELR-81498 (SC)**, thus:

*"In the firmament of law of contract, a contract is a legally binding agreement between two or more persons in which rights are acquired by one party in return for acts or forbearances of the other party. For there to be an enforceable contract, there must co-exist a precise offer, an unqualified acceptance, a legal consideration and intent to create legal relation. In other words, there must be the mutuality of purpose and intention between the contracting parties. In legal province, that translates to the meeting of the minds of the contracting parties, on the terms of the agreement..."*

Exhibit C1 a-c is the business investment agreement between the parties on record. It spells out rights and obligations of the parties on record. Exhibit C1 a-f was prepared to supplement and complement the oral agreement entered by parties.

Exhibits C3 a- w and C3 1-13 are Whatsapp correspondences between the parties on record, spanning 2021-2024. A careful evaluation of these exhibits show that the Defendant reneged in the performance of its obligation in the agreement.

Exhibit C4a-f is a reply on behalf of the Defendant dated 16/05/2025 in reply to the letter written on behalf of the Claimant dated 18/03/2025. In exhibit C4 a-f, the Defendant disputed liability. However, the letter to which the Defendant replied, is not before this Court.

In **AUSTIN LAZ THERMOPLASTIC INDUSTRIES LTD & ANOR v. GTBANK (2025) LPELR-81398 (SC)**, the Supreme Court stated thus:

*"A breach of contract occurs when a party to the contract, without any lawful justification/excuse, fails, neglects or refuses to perform his obligations under the contract or incapacitates himself from performing same or in some way, backs down from carrying out a material term of the contract. See the case of Ethiopian Airlines V Polaris Bank Ltd. (2025) 6 NWLR (Pt.1987) 451." Per JUMMAI HANNATU SANKEY, JSC (Pp 23 - 23 Paras C - E).*

The documentary evidence led by the Claimant vis-à-vis its oral testimony points to the irresistible conclusion that the Defendant breached the terms of their arrangement by failing to discharge the obligations imposed on her, arising from their agreement.

Having breached the agreement, the Claimant is entitled to some form of recompense given the equitable maxim, *ubi jus, ibi remedium*.

The Claimant caused to be issued on the Defendant a letter of demand dated 16<sup>th</sup> May 2025 which is exhibit C2 a-b. The Defendant did not respond to that letter.

The law is settled that where a demand is made and the debtor does not respond to or pay up, the silence of the debtor is construed by the Court as an admission.

The Claimant's evidence is unchallenged and uncontradicted as the Defendant led no evidence in rebuttal thereof.

The law is settled that an unchallenged evidence is deemed admitted and the Court is enjoined to place reliance on them.

I find that the Claimant has led credible and cogent evidence in proof of her claims. I so hold.

Judgement is accordingly entered in favour of the Claimant and the Defendant is ordered to pay to the Claimant:

- The sum of N3,380,000 as balance of the money owed, and including cost.

SIGNED

ANUGBUM, OBIARERI. N, ESQ

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

18<sup>th</sup> February, 2026

